

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

## ORDER

Before the Court is the Opposed Motion to Strike Plaintiff Fractus, S.A.’s Infringement Contentions Under the Doctrine of Equivalents (Dkt. No. 198) and the Parties’ Agreed Motion Regarding Infringement Contentions Under the Doctrine of Equivalents and Motion to Strike Same (the “Agreed Motion”). (Dkt. No. 216.) The Parties have made the below stipulations which the Court adopts and, as a result, the Court finds that the Agreed Motion should be and hereby is

The Court adopts the Parties stipulations as follows:

1. Fractus has withdrawn all allegations or proposed allegations made in these cases thus far of infringement under the doctrine of equivalents, including in (1) Fractus's Disclosure of

Asserted Claims and Infringement Contentions pursuant to P.R. 3-1 against each Defendant, and (2) Fractus's proposed supplemental infringement contentions that are the subject of Fractus's Corrected Opposed Motion for Leave to Amend Its Infringement Contentions (Dkt. No. 151).

2. As a result of such withdrawal by Fractus, Defendants have agreed to withdraw their Motion to Strike Fractus's Infringement Contentions Under the Doctrine of Equivalents (Dkt. No. 198) as moot.

Accordingly, the stipulations set forth above are hereby **ADOPTED** and Defendants' Plaintiff Fractus, S.A.'s Infringement Contentions Under the Doctrine of Equivalents (Dkt. No. 198) is **DENIED AS MOOT** in light of Defendants' withdrawal of such motion as stipulated above.

**So ORDERED and SIGNED this 14th day of March, 2019.**



\_\_\_\_\_  
RODNEY GILSTRAP  
UNITED STATES DISTRICT JUDGE